



## ACT Building Usage Contract

5220 Village Creek Drive, Plano TX 75093

214-810-3228

ACT is a 501(c)3 nonprofit community theatre with a 90 seat auditorium and runs 364 days a year. Any group performing under our umbrella by using the profit sharing option falls under our mission statement and may use that nonprofit status.

User Name/Organization:

Contact Person/Responsible Party (hereafter referred to as "RENTER") :

Primary contact number/Address/email:

Event Day(s), Date(s) & Time(s):

There are 4 options for contractual Use of the ACT theatre in all uses – building users MUST pay an additional \$35 per show for a staff member to be present – this staff member is here to run box office and to run the booth, unlock and lock up building, and provide a presence in the building only – they do not set up, tear down, clean up, or function in any other capacity:

1. **Exclusive Use Booking:** Renter shall have use of the theatre and dressing room exclusively for as long as the contract allows. This includes a load in on the Sunday Before your show and one full tech week to be comprised of Monday through opening from 5:00 – on. Use in the afternoon can be arranged as well at no additional cost should scheduling allow. If you have exclusive use of the theatre your load in will be at 6:00 on the Sunday before your show opens and you may build/set your show that Sunday night – Exclusive Use is \$1000 for the first weekend with \$350 for each weekend after that. You will be allowed use of the ACT marquee as well as listing on the website. ACT will not handle your ticketing unless requested. ACT will handle ticketing and advertising for your event for an additional 10% of the door. You may not modify the existing structures or units, but may paint and add removable set pieces for your show, with approval from the Executive Director in writing. The Theater will need your show times listed in this contract prior to the execution of this contract. Renter will have total use of the theatre and dressing room for one week prior to show opening and total use of the theatre and dressing room on the weekend(s) of your performance. Other shows and classes will continue during your use in the rehearsal and practice rooms throughout the building. You will load out your entire show and strike to the floor immediately following your last show on Sunday – Your Sunday show must conclude by 3:00 on Sunday to allow 3 hours of strike time. There is a \$1000 refundable deposit required.

It may be in the form of a check ACT will not cash until strike.

Rehearsal space is available for \$25 a use for a 2 hour period – it is \$20 for each hour after that.

2. **Shared Use:** Renter shall have use of the theatre and dressing room in conjunction with another show for as long as the contract allows. This includes a load in on the Sunday before your show and one full tech week to be comprised of Monday through opening from

8:30 – on. Use in the afternoon can be arranged as well at no additional cost should scheduling allow. If you have shared use of the theatre your load in will be at 6:00 on the Sunday before your show opens and you may build/set your show that Sunday night in conjunction with the other show using this space – You may use theatre tools and materials provided an approved/joint set has been agreed upon between the two shows prior to the build – Shared Use is \$500 for the first weekend with \$200 for each weekend after that. You will be allowed use of the ACT marquee as well as listing on the website. ACT will not handle your ticketing unless requested. ACT will handle ticketing and advertising for your event for an additional 10% of the door. You may not modify the existing structures or units, but may paint and add removable set pieces for your show, with approval from the Executive Director in writing. You will have total use of the theatre and dressing room for one week prior to show opening and total use of the theatre and dressing room on the weekend(s) of your performance. Other shows and classes will continue during your use in the rehearsal and practice rooms throughout the building. You will load out your entire show and strike to the floor immediately following your last show on Sunday – Show times for shared use are: Fridays 6:00 (or 8:30) / Saturdays 1:00 (or 3:30) & 6:00 / (or 8:30) Sundays 1:00 (or 3:30). The times allowed will be determined by the directors sharing a space. When using the shared space contract, directors must meet prior to the first rehearsal and agree on set design and space usage. Rehearsal space is available for \$25 a use for a 2 hour period – it is \$20 for each hour after that.

3. Profit Sharing: There is no cost to using this option. The theatre takes ½ box office income and we provide staff and support for your entire show, additionally you will have access to our sets, props, technical assistance, warehouse and rehearsal space – free. Renter shall have use of the theatre and dressing room in conjunction with another show for as long as the contract allows. This includes a load in on the Sunday Before your show and one full tech week to be comprised of Monday through opening from 8:30 – on. Use in the afternoon can be arranged as well at no additional cost should scheduling allow. Your load in will be at 6:00 on the Sunday before your show opens and you may build/set your show that Sunday night in conjunction with the other show using this space – You may use theatre tools and materials provided an approved/joint set has been agreed upon between the two shows prior to the build. You will be allowed use of the ACT marquee as well as listing on the website. ACT will not handle your ticketing unless requested. ACT will handle ticketing and advertising for your event for an additional 10% of the door. You may not modify the existing structures or units, but may paint and add removable set pieces for your show, with approval from the Executive Director in writing. You will have total use of the theatre and dressing room for one week prior to show opening and total use of the theatre and dressing room on the weekend(s) of your performance. Other shows and classes will continue during your use in the rehearsal and practice rooms throughout the building. You will load out your entire show and strike to the floor immediately following your last show on Sunday – Show times for shared use are: Fridays 6:00 (or 8:30) / Saturdays 1:00 (or 3:30) & 6:00 / (or 8:30) Sundays 1:00 (or 3:30). The times allowed will be determined by the directors sharing a space. When using this contract, directors must meet prior to the first rehearsal and agree on set design and space usage. Rehearsal space is available include in this deal at no extra charge. You may rehearse as much as space is available.

4. One Time Use: Renter shall have use of the theatre and dressing room for 2 hours for \_\_\_\_\_ each hour after that is \$\_\_\_\_. Special rates or discounts are: \_\_\_\_\_ which brings total usage price to: \_\_\_\_\_. Load in will occur 15 minutes free prior to that 2 hour window. There will be no availability to arrive earlier. ACT will not handle your ticketing unless requested. ACT will handle ticketing and advertising for your event for an additional 10% of the door. You may not modify the existing structures or units. You will have total use of the theatre and dressing room during your show. Other shows and classes will continue during your use in the rehearsal and practice rooms throughout the building. You will load out your entire show and strike to the floor immediately following your show. You will be given 30 minutes additional time for this. The times allowed will be determined by contract. They are: \_\_\_\_\_ Rehearsal space is available for \$25 a use for a 2 hour period – it is \$20 an hour for each hour after that.

TOTALS DUE (Please circle the option you want and send back contract with check)

There is a \$500 additional refundable deposit required at the time of booking – this check will not be cashed – but held instead until this contract is completed. If the contract is not fulfilled/cancelled or deferred on the part of the renter, 1/3 will be withheld as administration fees. If the renter damages the property or its contents in any way or should cause

egregious harm to ACT or its members then the appropriate amounts will be withheld as damage compensation. If the Renter, or by default those attending or involved in the party cause damage those costs will be taken out of the deposit amount and additional monies may be owed. A walkthrough will need to occur at opening and close. Renter will not be allowed to load out until walk-through has occurred. The \$500 deposit is waived on the profit sharing option.

Additionally, a nonrefundable deposit of half the total use is due upon signing.

Option 1: 1/2 due at contract signing - remainder of what is due is due on first date of use. If ACT is handling your box office - You will be paid after closing date.

Option 2: 1/2 total use is due upon signing - remainder due on first date of use. If ACT is handling your box office - You will be paid after closing date.

Option 3: Nothing is required - You will be paid your half of the door no sooner than 30 days but no more than 90 after closing date.

Option 4: Half is required upon booking. Half is due the Friday before the date of opening. If ACT is handling your box office - You will be paid after closing date.

**The ArtCentre Theatre** is pleased to enter into this performance contract with \_\_\_\_\_.

As payment, we require 50% deposit (**by check, made out to Art Centre Theatre**) at least 4 weeks prior to booking date, in order to confirm booking. The balance is payable (**by check made out to The ArtCentre Theatre**) on the day of performance. The check must be received before the performance will be given (any adjustments to numbers attending will be made at this time)..

Additional Riders Please Initial:

\_\_\_ This contract does not include a tech/board Op – those may be contracted for \$35 a show through ACT. Only ACT employees are allowed in the tech booth.

\_\_\_ This contract does/does not include a box office manager or ushers – those may be contracted for \$35 a show through ACT. Only ACT employees are allowed in the box office booth.

\_\_\_ (Except in the case of Option #3) This contract does not include access to ACT costumes, properties, sets, technical advisors, set build coordinator, sound or music equipment. Those items are available for an additional cost of:

\_\_\_\_\_.

\_\_\_ ACT will provide the following items as included in this contract:

NONE

\_\_\_ ACT is not responsible for set up or cleanup before or after the event. Staff is available for this purpose at a cost of \$40 per staff member to be available for the duration of your show.

\_\_\_ Your happiness and yours is of the utmost importance to us - PLEASE vocalize your needs prior to and during the event to make sure you, the client, are happy!

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\_\_\_ I request that ACT handle marketing and ticketing for my event for an additional 10% of the door receipts.

\_\_\_ I request the following staff be provided for my event (please indicate how many additional staff you wish) Please be advised that every show REQUIRES ONE ACT staff member be present at a rate of \$35 per show to provide support:

1. TECH/Board Ops:
2. Box Office:

3. Stage Hands/Ushers:

4. Clean-Up/Set Up:

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**Additional Rider A**

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I understand that if I choose to use the ACT ticketing system, booth, CC machine, box office and other automated and fee based system there are CC fees and service charges that will be deducted from the profit before the split is made.

IE: Each CC charges a processing fee based on their current rate of surcharge - that amount will be deducted from the ticket sale per ticket charged with said fee.

IE:

In the case of online orders there is a .75 charge per transaction for tickets handled whether individually or in a block. Box Office fees apply to tickets purchased at the box office and not online and are .75 per ticket sold.

A report will be provided at the close of the books for the show in question listing all fees. Comps are not provided in this contract and any free tickets or giveaways allocated by the rentor shall come off of their side of the profit split as an expense and not off the ACT allocation. Sets are an expense, costumes are an expense, supplies are an expense, electricity and water us an expense, paper is an expense, royalties and fees are an expense, other expenses may be applicable as an expense. All expenses are deducted prior to split.

THIS IS AN EXAMPLE ONLY AND NOT MEANT TO BE USED AS A BASIS FOR PAYMENT –EACH SHOW VARIES

IE – an extremely simplified example is as follows:

Show “A” sells Tickets sell for \$20

100 tickets are sold in total

\$2000 door is earned

- \$100 in CC fees
- \$75 in boxoffice/online fees
- 12 comps - \$240
- \$2000 - \$175 = \$1825 split but the company “rentor” gave away \$240 in tickets - that would mean that \$1152.50 would go to ACT and \$672.50 would go to the “rentor” –
- If no comps are given then the \$1825 would be split evenly \$912.50/\$912.50

\_\_\_\_\_ Initial you have read & understand the  
above